

SECOND AMENDMENT TO OIL AND GAS LEASE

(AWP 1983 Trust/Aspect Lease)

STATE OF TEXAS

§

§ KNOW ALL MEN BY THESE PRESENTS THAT:

COUNTY OF TARRANT

§

- (A) Reference is here made for all purposes to that certain Oil and Gas Lease dated May 18, 2007, from the undersigned, AWP 1983 TRUST, WINDI GRIMES, SOLE TRUSTEE (referred to therein and herein as "Lessor"), to Aspect Abundant Shale LP (hereinafter referred to as "Aspect"), as Lessee, a memorandum of which is entitled "Memorandum of Oil and Gas Lease", is dated to be effective as of May 18, 2007, is recorded as Instrument # D207317958 in the Official Records of Tarrant County, Texas, and is executed by the named Lessor of such lease, as amended by that certain Amendment and Ratification of Oil & Gas Lease dated September 23, 2008, recorded as Instrument # D208462332 of such records, executed by the named Lessor of such lease, which lease, as amended, is hereinafter referred to as the "Lease" and which Lease, and its recording memorandum, are effective to cover land located in the Henry Robertson Survey, A-1798, and the Milly Gilbert Survey, A-565, all in Tarrant County, Texas, more particularly described therein, which land is referred to in the Lease and herein as the "Land" or as the "Lands";
- (B) By Assignment and Bill of Sale dated September 4, 2008, recorded as Instrument # D208346713 in the Records of Tarrant County, Texas, Aspect assigned to the undersigned, WILLIAMS PRODUCTION – GULF COAST COMPANY, L.P., a Delaware Limited Partnership (hereinafter referred to as "Williams"), all of the interests of the Lessee created under the terms and provisions of the Lease, together with other leases not making the subject of this instrument;
- (C) The undersigned, Windi Grimes, was formerly known as and is one and the same person as Anne Windfohr Meeker, Anne Windfohr Phillips, Anne W. Phillips and Windi Phillips;
- (D) AWP 1983 Trust is one and the same trust as the Windi Phillips 1983 Trust referenced in that certain instrument entitled "Assignment, Bill of Sale and Conveyance" dated July 1, 1990, recorded in Volume 10058, Page 1638, Deed Records, Tarrant County, Texas;
- (E) The undersigned, Windi Grimes, is the sole Successor Trustee to S. R. Clark, John L. Marion and Philip J. Boschetti, as Trustee or Co-Trustees of AWP 1983 Trust; and
- (F) Lessor and Williams desire to amend the Lease, to the extent and in the manner hereinafter set forth:

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Williams do hereby ALTER, CORRECT, MODIFY, AMEND and CHANGE the Lease as follows:

I.

The description of the Land described in and covered by the Lease is hereby deleted and eliminated in its entirety and the following description is inserted in lieu thereof and in complete substitution therefor:

"475.420 acres of land, more or less, out of the Henry Robertson Survey, A-1798, and the Milly Gilbert Survey, A-565, all in Tarrant County, Texas, comprised of the following two (2) described tracts:

"Tract A: 192.870 acres of land, more or less, out of said Robertson Survey, being the same land described in that certain mineral deed dated September 24, 1940, recorded in Volume 1444, Page 595, Deed Records, Tarrant County, Texas, from C. W. Piper to Bruce Sullivan; and

"Tract B: 282.550 acres of land, more or less, out of said Gilbert Survey, being part of the 452.4 acres of land, more or less (hereinafter referred to as the '452.4 Acres') described in that certain mineral deed dated October 21, 1940, recorded in Volume 1454, Page 87, Deed Records, Tarrant County, Texas, from Lillian C. Putman and others to Bruce Sullivan, being all of the 452.4 Acres, LESS, SAVE AND EXCEPT, HOWEVER, from the 452.4 Acres, the following two (2) described tracts which serve as proration units for wells drilled, completed and owned by XTO Energy, Inc.:

"1. 107.67 acres of land, more or less, more particularly described by metes and bounds as follows, to-wit:

"BEGINNING at a 3/4" iron rod found at the Northwest corner of the William Smith Survey, A-418, and the most Southerly Southwest corner of said Gilbert Survey;

"THENCE North 00°12'19" East 744.91 feet to a 1" iron rod;

"THENCE North 00°17'02" East 2,021.94 feet to a wood fence corner post;

"THENCE South 89°43' 08" East 198.46 feet;

"THENCE North 24°04'37" West 629.36 feet;

"THENCE South 88°18'39" East 1,034.01 feet;

"THENCE North 47°28'21" East 90.26 feet;

"THENCE South 32°26'52" East 1,302.02 feet;

"THENCE North 89°17'46" East 18.73 feet;

"THENCE South 07°23'59 East 442.95 feet;

"THENCE South 82°36'45" West 283.05 feet;

"THENCE South 64°48'27" West 93.02 feet;

"THENCE South 40°54'46" West 171.37 feet;

"THENCE South 17°13'55" West 94.04 feet;

"THENCE South 00°12'01" East 1,546.61 feet;

"THENCE North 89°37'28" West 1,329.28 feet to the PLACE OF BEGINNING, containing 107.67 acres of land, more or less,

"which land surrounds and serves as the proration unit for the XTO Energy, Inc. - Parr C1H Well; and

"2. 62.18 acres of land, more or less, more particularly described by metes and bounds as follows, to-wit:

"COMMENCING at a 1/4" iron rod found at the Northwest corner of the William Smith Survey, A-418, and the most Southerly Southwest corner of the said Gilbert Survey;

"THENCE South 89°37'28" East 1,329.31 feet along the South line of said Gilbert Survey to the PLACE OF BEGINNING;

"THENCE North 00°12'01" West 1,546.61 feet;

"THENCE North 17°13'55" East 94.04 feet;

"THENCE North 40°54'46" East 171.37 feet;

"THENCE North 64°48'27" East 93.02 feet;
"THENCE North 82°36'45" East 283.05 feet;
"THENCE North 07°23'59" West 442.95 feet;
"THENCE North 89°17'46" East 839.17 feet;
"THENCE South 00°12'11" East 770.42 feet to a 1" iron rod;
"THENCE South 00°11'24" East 1,529.54 feet to a 1/2" iron rod;
"THENCE North 89°37'28" West 1,289.45 feet to the PLACE OF BEGINNING, containing 62.18 acres of land, more or less,
"which land surrounds and serves as the proration unit for the XTO Energy, Inc. - Parr C2H Well,
"LEAVING 282.550 acres of land, more or less."

II.

The following new phrase shall be inserted as the last sentence of Paragraph 5 of the Lease:

"Notwithstanding anything to the contrary contained herein, any unit formed that contains any portion of the 282.550-acre tract, more particularly described as 'Tract B' in the description of the Land contained herein, shall contain one hundred percent (100%) of said Tract B."

III.

The following phrase appearing on the final three (3) lines in the middle of Paragraph 6., Subparagraph (d) of the Lease:

"prescribes a spacing pattern for the development of the field, or allocates a producing allowable in whole or in part based on acreage per well, then any producing unit retained herein may include as much additional acreage as may be so prescribed or as may be used in such allocation or allowable."

is hereby deleted and eliminated in its entirety and the following new phrase is inserted in lieu thereof and in complete substitution therefor:

"prescribes or permits a spacing pattern for the development of the field, or allocates a producing allowable in whole or in part based on acreage per well including, without limitation, for a horizontal well, the additional acreage authorized for horizontal well spacing units set forth in Statewide Rule 86 of the Railroad Commission of Texas, then any producing unit retained hereunder may include as much additional acreage as may be so prescribed or permitted or as may be used in such allocation or allowable."

Except as herein amended, the Lease is hereby RATIFIED, ADOPTED, CONFIRMED and DECLARED to be valid, binding, subsisting and in full force and effect and Lessor does hereby GRANT, LEASE, LET and DEMISE the Land to Williams, its successors and assigns, subject to the terms and provisions of the Lease, as amended herein.

The terms and provisions of this instrument shall be binding upon and shall inure to the benefit of Lessor and Williams, their respective successors and assigns.

IN WITNESS WHEREOF, this instrument is executed by the undersigned on the respective dates set opposite their names below, but shall be effective as of June 1, 2009.

AWP 1983 TRUST

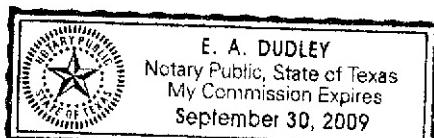
Aug 19, 2009

By

Windi Grimes, Sole Trustee

STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 17th day of August, 2009, by
Windi Grimes, Sole Trustee of AWP 1983 TRUST, on behalf of said trust.



Notary Public in and for the State of Texas

**WILLIAMS PRODUCTION –
GULF COAST COMPANY, L.P.**

August 25, 2009

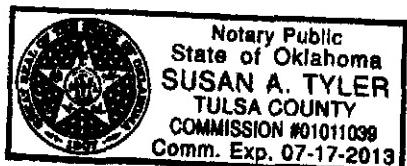
Bv*

Gerald Meeks, Attorney-in-Fact
[Print/Type Name, Title]

SECOND AMENDMENT TO OIL AND GAS LEASE – Page 5 of 6 Pages

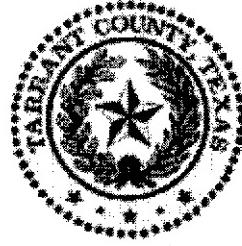
STATE OF OKLAHOMA §
 §
COUNTY OF TULSA §

This instrument was acknowledged before me on this the 25th day of August, 2009,
by Gerald Weeks, as Attorney-in-Fact of Williams Production
Company, L.L.C., General Partner of WILLIAMS PRODUCTION - GULF COAST
COMPANY, L.P., a Delaware Limited Partnership, on behalf of said partnership.



Susan A. Tyler
Notary Public in and for the State of Oklahoma

AFTER RECORDING, return to:
THOMAS DEVELOPMENT CORP
P. O. Box 1866
Burleson, TX 76097



THOMAS DEVELOPMENT CORP
P O BOX 1866

BURLESON TX 76097

Submitter: THOMAS DEVELOPMENT CORP

SUZANNE HENDERSON
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 08/26/2009 10:32 AM
Instrument #: D209229069
OPR 7 PGS \$36.00

By: _____



D209229069

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR
RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Printed by: CA